

**IT Professional Technical Services
Master Contract Program
T#:902TS**

Statement of Work (SOW) For Technology Services

**Issued By
Minnesota Department of Human Services (DHS)
And
Minnesota Office of Enterprise Technology at DHS (MN.IT@DHS)**

**Project Title
DHS Enterprise Systems Modernization,
Integrating Health Care Phase**

**Service Categories:
Analyst – Technical, Web Application Specialist –
Java/JSP/Servlets, Server – Application, Project Management**

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Business Need

The Minnesota Department of Human Services (DHS) administers and supervises a variety of economic support, health care, and social service programs intended to improve people's health and well-being and help people live as independently as possible. Programs include:

- health care, including services for people with mental illness, chemical dependency, and physical or developmental disabilities
- long term care and waived services
- economic support for struggling families
- child support enforcement
- child care assistance
- child welfare services
- food support
- direct services through regional offices for persons who are deaf or hard of hearing
- and many other services

DHS' largest financial responsibility is to provide health care coverage for low-income Minnesotans. DHS is currently partnered with the Minnesota Departments of Management and Budget, Commerce, Health, and the Office of Enterprise Technology (d/b/a MN.IT) to implement the Minnesota Health Insurance Exchange (the Exchange) from which Minnesotans may purchase health insurance eligible for federal subsidies, and for individuals and employees purchasing private policies. The Exchange will also be responsible for some Medicaid eligibility determination.

Minnesota has procured Curam software for the Exchange and for health care eligibility outside of the Exchange. DHS and MN.IT@DHS is seeking one or more consulting firms with Curam expertise to assist in the customization and configuration of Curam software to support the health care eligibility process for individuals eligible for Medicaid and other Minnesota health care.

DHS needs to implement an eligibility determination system for health care programs not included in the Exchange that integrates seamlessly with the Exchange-supported programs by January 1, 2014. Using existing staff to manage and perform much of the work, DHS and MN.IT@DHS publishes this Statement of Work to secure seasoned Curam experts that can lead and support state staff to achieve the goal of an integrated health care eligibility determination system.

Services Required

DHS expects to secure four (4) Curam Software product experts to serve as Lead Technical Experts for this effort to implement the healthcare eligibility system. The resources will be participating in the following tasks:

- Gap/fit analysis
- Development of workflows
- Development of rules
- Development of triage, screening and on-line application functions

- Implementation of supervisor workspace
- Development of client communications including eligibility decisions, renewal requests
- Development of mass change processing
- Mentoring of DHS technical staff (mentoring of key MN.IT employees and knowledge transfer will occur throughout the life of the contract)
- Conversion
- Data Mapping
- Reporting
- Case Management
- Development of interfaces, including MMIS, Child Support
- Testing
- Configuring and customizing Curam software in a variety of ways to meet DHS business needs

Responding companies may submit proposals for one or more of the positions expected to be filled through this solicitation.

Project Milestones and Schedule

Expected start date: February 11, 2013

Expected end date: May 1, 2014

It is expected that the initial work order(s) resulting from this Statement of Work will be for six months, with option to extend up to 12 additional months in increments determined by the State.

Project Environment (State Resources)

A new division within MN.IT@DHS is being staffed to support software applications, including Curam. The vendor will work side by side with key DHS/MN.IT staff assigned to the project. The division director will manage all work on the project. A cross functional team of MN.IT and DHS staff will be working to integrate and implement the eligibility system. State resources include:

- Curam Trained Developers
- Business Architect
- Curam Trained Business Analysts
- Health Care Policy Experts
- Quality Assurance Personnel
- Project Managers

It is expected that the selected vendor will work onsite at DHS Central Office locations unless offsite work is determined suitable by the state project manager. DHS will provide appropriate work space for onsite work needs.

Agency Project Requirements

- The vendor's work must comply with project standards

- The vendor must work collaboratively with state staff to assure knowledge transfer at each step of the project.
- The vendor will be required to sign a confidentiality agreement in which they agree to protect data according to state and federal mandates and to complete security and HIPPA training provided by DHS.
- Work times and work locations must be approved by project management staff.
- The vendor must use only approved project tools for development activities.

Responsibilities Expected of the Selected Vendor

- The selected vendor must be willing to conduct knowledge transfer throughout the course of the engagement, in such a way that the state can successfully understand the software functionality for future phases of modernization and ongoing maintenance.
- The selected vendor will provide status reports as requested by project management, to report on accomplishments from the previous reporting period and preview work scheduled for the coming reporting period.
- As requested, the selected vendor will meet with the state project manager or their designee to answer questions related to the engagement, review status reports, and/or discuss issues and strategies to address those issues.

Required Skills and Experience

The vendor must be qualified, before the response deadline, for the Minnesota Office of Enterprise Technology (OET) service categories indicated on the cover page of this SOW, under its 902TS IT Professional/ Technical Services Master Contract with the Office of Enterprise Technology

Proposed resource(s) must possess the following experience:

- 3 years Human Services experience in one or more program areas
- A minimum of 3 years of verifiable Curam expertise in the configuration and deployment of large scale eligibility systems
- 3 years of verifiable expertise in one or more of the following categories in relationship to Curam:
 - System Administration/Configuration/Security
 - Eligibility Rules
 - Workflows
 - Conversion
 - Business Analysis
 - Interfaces
 - Notices
 - Training
 - Application Development within Curam

Desired Skills

- Experience implementing Curam's Health Care product suite

- Experience implementing Curam's Income Support product suite
- Experience implementing Curam in the United States
- Experience in implementing systems in the Human Services area, particularly Health Care eligibility.
- Curam Developer Certification (CCD or IBM equivalent)
- JAVA experience

Process Schedule

Questions submitted by: January 16, 2013

Answers posted to Office of Enterprise Technology website by: January 18, 2013

Responses due by: January 25, 2013

Expected notification to winning vendor: January 31, 2013

Anticipated Work start date: February 11, 2013

Questions

Questions regarding this Statement of Work must be submitted via e-mail by 4:30 p.m. Central Standard Time **January 16, 2013** to dhs.IT-responses@state.mn.us

It is anticipated that questions and answers will be posted on the Office of Enterprise Technology website by 4:30 p.m. Central Standard Time on **January 18, 2013** (http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html).

SOW Evaluation Process

Responses received by the due date and time will be evaluated according to the following evaluation criteria:

Step 1: Pass/Fail on Response Requirements and Required Service Categories. If the state determines that the vendor failed to meet one or more of the requirements, or if the vendor did not submit sufficient information to make the pass/fail determination, then the Response will be eliminated from further review.

Step 2: Evaluation of responses that pass Step 1, based on the following criteria:

- Required Skills and Experience (40%)
- Desired Skills and Experience (20%)
- Three References (10%)
- Cost (30%)

At any time during the evaluation phases, the State may contact a vendor for additional or missing information or for clarification of the Response. However, the State does not guarantee

that it will request information or clarification outside of the submitted written response. To avoid the possibility of failing the evaluation phase or of receiving a low score due to inadequate information, it is important that the vendor submits a complete Response and meets **all** requirements fully.

Responding vendors are encouraged to use the following table in their responses to ensure the qualifications of each proposed resource are apparent:

Proposed Resource Name	Proposed role on project (Developer, Business Analyst)	Describe how Resource Meets Required Skills and Experience	Describe how Resource Meets Desired Skills and Experience	Client References for Proposed Resource

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

Response Requirements

- Introduction
- Company overview
- Detailed introduction to each proposed resource, including resume and references
 - 1) Proposed role
 - 2) Details of relevant experience
 - 3) Resume for each proposed resource
 - 4) References: provide three client references for each proposed project resource
 - 5) Availability: identify any constraints on the resource's availability
- Cost for each proposed resource
 - Hourly rate by individual resource
 - Limitations on the hours per week or total weeks the individual resource may be committed to the project
 - Rates cannot exceed the hourly rates identified in respondent's 902TS master contract
- Conflict of interest statement as it relates to this project
- Required forms to be returned or additional provisions that must be included in proposal
 - a) Affirmative Action Certificate of Compliance (if over \$100,000)
<http://www.mmd.admin.state.mn.us/doc/affaction.doc>
 - b) Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - c) Certification Regarding Lobbying
<http://www.mmd.admin.state.mn.us/doc/lobbying.doc>

- d) Veteran-Owned/Service Disabled Veteran-Owned Preference Form
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

Proposal Submission Instructions

Responses must be received no later than **January 25, 2013** at 4:30 p.m. Central Standard Time, and should be submitted via e-mail to dhs.IT-responses@state.mn.us. Responses sent to any other e-mail address will not be considered. The emailed response should contain two attached pdf files, one containing the cost proposal only and the other containing all other response materials, these files should be labeled “Cost Proposal” and “Response,” respectively. The subject line of the response e-mail should be: SOW Response - Integrating Health Care Phase – Technician

The selected resources and vendors shall not be materially associated with the provider of Independent Validation and Verification (IV&V) services for the project. Selected respondents and resources must be able to attest to their independence from IV&V resources.

The price/terms guarantee for respondents must extend at least 90 days from the date of submission.

The State must receive the Responses in full as described in the Response Requirements section above.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Indemnification

In the performance of this contract by Contractor, or Contractor’s agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the state, to the extent caused by Contractor’s:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State’s sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State’s failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:

http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Minnesota Statute §16C.16, subd. 6a, veteran-owned businesses with their principal place of business in Minnesota and verified as eligible by the United States Department of Veterans Affairs' Center for Veteran Enterprises (CVE Verified) will receive up to a 6 percent preference in the evaluation of its proposal.

Eligible veteran-owned small businesses include CVE verified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Minnesota Statute §16C.16, subd. 6a).

Information regarding CVE verification may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned small businesses should complete and **sign** the **Veteran-Owned Preference Form** in this solicitation. Only eligible, CVE verified, veteran-owned small businesses that provide the required documentation, per the form, will be given the preference.

Responder must agree to the following information privacy and security language for this Statement of Work:

For purposes of executing its responsibilities and to the extent set forth in this contract, the CONTRACTOR will be considered part of the “welfare system,” as defined in Minnesota Statutes, section 13.46, subdivision 1.

Information Covered by this Provision. In carrying out its duties, CONTRACTOR will be handling one or more types of private information, collectively referred to as “protected information,” concerning individual STATE clients. “Protected information,” for purposes of this agreement, includes any or all of the following:

- (a) Private data (as defined in Minn. Stat. §13.02, subd. 12), confidential data (as defined in Minn. Stat. §13.02, subd. 3), welfare data (as governed by Minn. Stat. §13.46), medical data (as governed by Minn. Stat. §13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minn. Stat. §§144.291-144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 CFR § 2.1 to § 2.67);
- (d) Protected health information (“PHI”) (as defined in and governed by the Health Insurance Portability Accountability Act [“HIPAA”], 45 CFR § 164.501); and
- (e) Electronic Health Records (as governed by Health Information Technology for Economic and Clinical Health Act (HITECH), 42 USC 201 note, 42 USC 17931); and
- (f) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

Duties Relating to Protection of Information.

- (a) Duty to ensure proper handling of information. CONTRACTOR shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above..
- (b) Minimum necessary access to information. CONTRACTOR shall comply with the “minimum necessary” access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by

CONTRACTOR shall be limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” *See*, respectively, 45 CFR §§ 164.502(b) and 164.514(d), and Minn. Stat. § 13.05 subd. 3.

- (c) Information Requests. Unless provided for otherwise in this Agreement, if CONTRACTOR receives a request to release the information referred to in this Clause, CONTRACTOR must immediately notify STATE. STATE will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

Contractor’s Use of Information.

CONTRACTOR shall:

- (a) Not use or further disclose protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this agreement or hereafter.
- b) Use appropriate safeguards to prevent use or disclosure of the protected information by its employees, subcontractors and agents other than as provided for by this Agreement. This includes, but is not limited to, having implemented administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic protected health information that it creates, receives, maintains, or transmits on behalf of STATE.
- (c) Report to STATE any privacy or security incident regarding the information of which it becomes aware. For purposes of this Agreement, “Security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Privacy incident” means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to STATE not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the PHI used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as STATE may reasonably request.
- (d) Consistent with this Agreement, ensure that any agents (including Contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

- (e) Document such disclosures of PHI and information related to such disclosures as would be required for STATE to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (f) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.

State's Duties.

STATE shall:

- (a) Only release information which it is authorized by law or regulation to share with CONTRACTOR.
- (b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with CONTRACTOR.
- (c) Notify CONTRACTOR of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect CONTRACTOR's use or disclosure of protected information.
- (d) Not request CONTRACTOR to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

Disposition of Data upon Completion, Expiration, or Agreement Termination. Upon completion, expiration, or termination of this Agreement, CONTRACTOR will return to STATE or destroy all protected information received or created on behalf of STATE for purposes associated with this Agreement. A written certification of destruction or return to Authorized Representative listed in 6.1 is required. CONTRACTOR will retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if CONTRACTOR is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, CONTRACTOR will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as CONTRACTOR maintains the information. Additional information for destruction and handling is available in the DHS Information Security Policy, Policy numbers 3.7, and 2.19, found at <http://edocs.dhs.state.mn.us/lfservlet/legacy/DHS-4683-ENG>.

Sanctions. In addition to acknowledging and accepting the terms set forth in Section 10 of this Agreement relating to indemnification, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

Criminal Background Check Required

The State is responsible for providing a safe work environment for its employees and customers as well as protecting and safeguarding protected information about individuals and the State's financial, physical, technological and intellectual property. As State provides

employment opportunities for qualified persons, it must also ensure the safety and security of all State employees, customers and assets.

Therefore, all contracted employees who are working in State's Central Office locations are required to either:

- 1) Provide evidence of a computerized criminal history systems background check (hereinafter CCH background check") performed by the contractor within the last 12 months for each of contractor's employee's working in State's Central Office. "CCH background check" is defined as a background check including a search of the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

or

- 2) Fill out and submit an informed consent form for criminal background check provided by State for each of contractor's employee's working in State's Central Office. State will conduct a criminal background check using the computerized criminal history system of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension.

An unsatisfactory background check may result in withdrawal of a contract offer.

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The State reserves the right to reject any and all responses.